

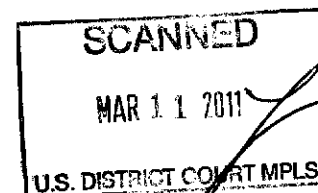
IN THE UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA

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Tom Brady, Drew Brees, Vincent Jackson, Ben : Civil Action No. _____
Leber, Logan Mankins, Peyton Manning, Von :
Miller, Brian Robison, Osi Umenyiora, and :
Mike Vrabel, individually, and on behalf of all :
others similarly situated, : Declaration of Donald Yee
:
:
Plaintiffs, :
:
vs. :
:
NATIONAL FOOTBALL LEAGUE, et al., :
:
Defendants.

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Donald Yee, declares under penalty of perjury, as follows:

1. I am a player-agent at the sports management firm of Yee & Dubin Sports, LLC, and an attorney with Yee & Dubin LLP. I have been representing players in the NFL since 1988 and, over that time, I have represented over 100 players and have negotiated hundreds of contracts.
2. Among the players that I currently represent is named Plaintiff Tom Brady. I represent Mr. Brady as a player-agent and also as his personal attorney. I am personally familiar with the contract of Mr. Brady, and the interactions and negotiations with his team. I submit this declaration in support of Plaintiffs' Motion for a Preliminary Injunction.



3. Tom Brady has been a quarterback in the NFL since 2000, when he was drafted by the New England Patriots. I have represented him for the entirety of that time. He has played in four Super Bowls, with the team winning three of them. In 2007, he played on a Patriots team that achieved the first undefeated regular season since the institution of the sixteen-game schedule. He has been selected to the Pro Bowl six times, is a two-time NFL MVP and a two-time Super Bowl MVP, among other honors and accolades.

4. Mr. Brady has been with the Patriots for the entirety of his NFL career. After leading the Patriots to the Super Bowl in only his second season in the League, on or about August 28, 2002, Mr. Brady signed a contract extension with the Patriots. On or about May 4, 2005, the Patriots once again re-signed Mr. Brady to another contract, extending his contract through the 2010 NFL season.

5. Mr. Brady's contract would have expired following the 2010 NFL season, making him an unrestricted free agent free to negotiate with any NFL team. However, on or about September 10, 2010, Mr. Brady signed a four year \$72 million contract extension with the New England Patriots, extending his contract through 2014. Without a lockout, Mr. Brady is owed an average of \$18 million per season under this extension.

6. For the 2011 season, Mr. Brady's contract provides for a base salary of \$5,750,000, payable in equal weekly or bi-weekly installments over the course of the 2011 regular season. The contract also provides for a \$4,000,000 roster bonus, and a \$250,000 workout bonus if the Patriots invite Mr. Brady to participate in their off-season

workout program. Mr. Brady has historically participated in at least 90% of that program when available. The workout bonus is payable in a lump sum on or about August 1, 2011.

7. However, if the NFL imposes a "lockout," the Patriots will refuse to honor the terms of Mr. Brady's contract, including failing to pay contractually-mandated salary and bonuses and refusing access to team facilities.

8. Mr. Brady will suffer irreparable injury under an NFL "lockout." The "lockout" threatened by the NFL will deprive Mr. Brady of the ability to practice or properly prepare for the 2011 NFL season and threatens to rob him of an entire year of working at his profession; a year that cannot be recaptured.

9. For Mr. Brady, his injuries will also include his team's refusal to pay contractually owed amounts under their contracts and refusal to allow players to report for work at the appointed time.

Dated: March 11, 2011

Respectfully submitted,

/s Donald Yee
Donald Yee
Yee & Dubin Sports, LLC